

Jan. 17. 2020 3:22PM

No. 1682 P. 4

E-FILED; Baltimore County Circuit Court
Docket: 12/11/2019 12:02 PM; Submission: 12/11/2019 12:02 PM**IN THE CIRCUIT COURT FOR BALTIMORE COUNTY, MARYLAND**
Civil DivisionJanine Wise
3110 Saint Lukes Lane
Gwynn Oak, MD 21207

Plaintiff,

v.

Case No.: C-03-CV-19-004680Dennis Lee Umbrell
178 Milton Grove Road South
Elizabethtown, PA 17022

and

Umbrell Trucking, LLC
796 Hereford Road
Elizabethtown, PA 17022

Defendants.

COMPLAINT AND JURY DEMAND

COMES NOW, Plaintiff Janine Wise, by and through her attorneys, John J. Yannone, Arren T. Waldrep, and Price Benowitz, LLP, and hereby files this Complaint against Defendants Dennis Umbrell, and Umbrell Trucking, LLC, and in support thereof states as follows:

PARTIES

1. Plaintiff Janine Wise ("Wise") is an adult resident of Maryland, residing at 3110 Saint Lukes Lane, Gwynn Oak, MD 21207.

2. Defendant Dennis Umbrell ("Umbrell") is an adult resident and domiciliary of Pennsylvania residing at 178 Milton Grove Road South, Elizabethtown, PA 17022.

EXHIBIT

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3. Defendant Umbrell Trucking, LLC ("Umbrell Trucking") is a corporation which is registered to do business, and which does conduct business, in the State of Pennsylvania with a principal place of business at 796 Hereford Road, Elizabethtown, PA 17022. Upon information and belief, and at all times relevant hereto, Defendant Umbrell was an agent, servant, and/or employee of Defendant Umbrell Trucking and was carrying out his affairs for the benefit of Defendant Umbrell Trucking.

JURISDICTION AND VENUE

4. This action arises out of an automobile collision that took place on March 29, 2018, on Interstate 695 in Baltimore County.

5. Maryland is the proper venue, pursuant to MD. CODE ANN., CTS. & JUD. PROC. §6-202(8), as the aforementioned cause of action arose in Baltimore County, Maryland.

6. Subject matter jurisdiction of this Court is invoked pursuant to MD. CODE ANN., CTS. & JUD. PROC. §§1-501, 4-402, *et seq.*, as Plaintiff is seeking damages in excess of \$30,000.

7. Pursuant to Maryland Rule 2-305 Plaintiff is seeking damages in excess of \$75,000.00.

8. Personal jurisdiction of this Court is invoked pursuant to MD. CODE ANN., CTS. & JUD. PROC. §6-103 as the cause of action arose in the State of Maryland.

9. Plaintiff hereby demands a jury trial on the allegations below.

STATEMENT OF FACTS

10. On March 29, 2018, Plaintiff was traveling on Interstate 695, at or near the Exit onto Falls Road, slowed for traffic.

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11. At approximately 10:10 a.m. on the aforementioned date, Defendant Umbrell was operating a 2002 KW Trailer Truck, owned by Defendant Umbrell Trucking, on Interstate 695, at or near the Exit onto Falls Road, directly behind Plaintiff's vehicle.

12. Suddenly and without warning, Defendant Umbrell failed to pay full time and attention, failed to slow down, and violently struck the rear of Plaintiff's vehicle, causing significant injury to her person.

13. At all times relevant hereto, Defendant Umbrell, operated his vehicle in a dangerous and unsafe manner, failed to control the speed of his vehicle on a highway to avoid a collision, failed to properly and timely bring his vehicle to a stop to avoid a collision, was driving a vehicle in a careless and imprudent manner endangering property, life, and person, and suddenly and without warning, caused a collision with Plaintiff's vehicle.

14. As a result of impact from the collision, Plaintiff was thrown about the interior of her vehicle, causing her immediate, severe, permanent and significant injuries, including, but not limited to, her neck, arm, back and shoulders.

15. Plaintiff did not cause or contribute to the subject collision.

16. At all times relevant hereto, Defendant Umbrell was the actual and/or apparent agent of Defendant Umbrell Trucking, and was acting on behalf of, and for the benefit of, Defendant Umbrell Trucking.

COUNT I: Negligence
(Defendant Dennis Umbrell)

17. Plaintiff re-alleges and incorporates by reference all of the facts and allegations of the aforementioned paragraphs as if fully set forth herein, and further alleges:

18. At all times relevant hereto, Defendant Umbrell had a duty to act reasonably and to use due care while operating his vehicle.

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19. In particular, Defendant Umbrell had a duty to, *inter alia*, pay full time and attention, maintain proper and adequate control of his vehicle, stop in time to avoid a collision, and obey the laws and rules of the State of Maryland.

18. Defendant Umbrell breached that duty of care, and the above-mentioned collision was caused by the recklessness, carelessness, and/or negligence of Defendant Umbrell, in that Defendant, among other acts and omissions:

- a. Failed to stop in time in order to avoid a collision;
- b. Failed to exercise reasonable due care and precaution in the operation of his motor vehicle under the circumstances then and there existing;
- c. Failed to see what there was to be seen;
- d. Failed to reduce the speed of the vehicle he was operating in time to avoid a collision with Plaintiff's vehicle;
- e. Failed to use due care and precaution and to maintain adequate control of his vehicle;
- f. Failed to obey the laws and statutes of the State of Maryland; and
- g. Was otherwise negligent, in other respects not now known to Plaintiff but which may become known prior to and/or at the time of trial.

19. A reasonably prudent person in Defendant Umbrell's position would not have struck Plaintiff's vehicle.

20. As a direct and proximate result of Defendant Umbrell's negligent conduct in the operation of his vehicle, Plaintiff sustained severe, significant and permanent injuries.

21. As a direct and proximate result of the negligence and carelessness of Defendant Umbrell, Plaintiff has suffered, and will continue to suffer, severe and permanent physical injuries;

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great physical pain; severe, substantial and permanent emotional distress and mental anguish; and a diminished capacity for the enjoyment of life.

22. As a direct and proximate result of the negligence and carelessness of Defendant Umbrell, Plaintiff has undergone and will continue to undergo substantial medical treatment, and has incurred and will continue to incur substantial medical costs and related expenses to alleviate her injuries, pain and suffering; lost earnings; lost employment opportunities; loss of time and enjoyment from her customary leisure, and recreational activities; an impairment of her customary normal activities of daily living, employment, leisure, and recreational activities; and otherwise was hurt, injured and caused to sustain losses.

23. Plaintiff's losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Umbrell and were incurred without any negligence on the part of the Plaintiff contributing thereto.

WHEREFORE, Plaintiff Janine Wise demands a jury trial, judgment from and against Defendant Dennis Lee Umbrell, for a sum in Excess of Seventy-Five Thousand Dollars (\$75,000.00), plus pre and post-judgment interest, costs and attorney's fees as this Honorable Court deems necessary and appropriate.

COUNT II: Agency
(Defendant Umbrell Trucking)

24. Plaintiff re-alleges and incorporates by reference all of the facts and allegations of the aforementioned paragraphs as if fully set forth herein and further alleges:

25. At all times relevant hereto, Defendant Umbrell Trucking was the employer of Defendant Umbrell.

26. Defendant Umbrell Trucking gave express permission and direction to Defendant Umbrell to operate, use, and control the motor vehicle described above on March 29, 2018.

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27. Upon information and belief, at all times relevant hereto, including March 29, 2018, Defendant Umbrell was acting as the agent, and/or servant of Defendant Umbrell Trucking, and Defendant Umbrell was operating the motor vehicle pursuant to Defendant Umbrell Trucking's order and/or direction, and Defendant Umbrell was carrying out the affairs for the benefit of Defendant Umbrell Trucking.

28. As the principal for Defendant Umbrell, Defendant Umbrell Trucking is responsible for all of the acts and/or omissions committed by Defendant Umbrell, who was Defendant Umbrell Trucking's actual and/or apparent agent, servant, employee, and/or independent contractor acting within the course and scope of his actual and/or apparent agency and/or employment under the doctrine of vicarious liability and/or *respondent superior*.

29. As a direct and proximate result of the negligence of Defendant Umbrell, Plaintiff has suffered and will continue to suffer severe, debilitating physical injuries, and severe substantial emotional distress and mental anguish, and a diminished capacity for the enjoyment of life.


30. As a further result of the negligence and carelessness of Defendant Umbrell, Plaintiff has incurred, and will continue to incur, substantial medical and related expenses to alleviate her injuries, pain and suffering, lost wages, lost employment opportunity, loss of time and enjoyment from her customary leisure and recreational activities, and impairment of her customary leisure and recreational activities.

31. All of Plaintiff's losses and damages were directly and proximately caused by the aforementioned negligence of Defendant Umbrell and were incurred without contributory negligence or assumption of the risk on the part of Plaintiff and without an opportunity for Plaintiff to avoid the accident.

WHEREFORE, Plaintiff Janine Wise demands a jury trial, judgment from and against Defendant Umbrell Trucking, LLC, for a sum in excess of Seventy-Five Thousand (\$75,000.00) Dollars plus pre and post-judgment interest, costs and attorney's fees as this Honorable Court deems necessary and appropriate.

Respectfully submitted,

PRICE BENOWITZ, LLP

By: 
John J. Yannone, Esq. (CPF#8706010430)
Arren Waldrop, Esq. (CPF#1106150278)
409 7th Street, NW, Suite 200
Washington, D.C. 20004
John@pricebenowitzlaw.com
Arren@pricebenowitzlaw.com
Tel: (202) 417-6000
Fax: (301) 244-6659
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury.


John J. Yannone, Esq.

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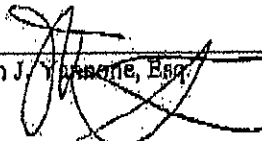
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RULE 1-313 CERTIFICATE

I certify that I am admitted to the practice of law in the State of Maryland, that my Maryland bar status is current and active, and that my District of Columbia office is located at the address listed above.

12-9-2019
Date

Date



John J. Yassene, Esq.

Arren T. Waldrep, Esq.

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C-03-CV-19-004680

IN THE CIRCUIT COURT FOR Baltimore County

(City or County)

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a).

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS A PLEADING

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER _____

CASE NAME: Janine Wise vs. Dennis Lee Umbrell, et al

PARTY'S NAME: Janine Wise PHONE: _____

PARTY'S ADDRESS: 3110 Saint Lukes Lane, Gwynn Park, MD 21207

PARTY'S E-MAIL: _____

If represented by an attorney:

PARTY'S ATTORNEY'S NAME: Arren Waldrep PHONE: 202-417-6023

PARTY'S ATTORNEY'S ADDRESS: 408 7th Street, NW, Washington, DC 20004

PARTY'S ATTORNEY'S E-MAIL: arren@pricebenowitzlaw.com

JURY DEMAND? ☒ Yes ☐ No

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known: _____

ANTICIPATED LENGTH OF TRIAL?: _____ hours _____ days

PLEADING TYPE

New Case: ☒ Original ☐ Administrative Appeal ☐ Appeal

Existing Case: ☐ Post-Judgment ☐ Amendment

If filing in an existing case, skip Case Category/ Subcategory section - go to Relief section.

IF NEW CASE: CASE CATEGORY/SUBCATEGORY (Check one box)

- | | | | |
|---|--|--|---|
| <p>TORTS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asbestos <input type="checkbox"/> Assault and Battery <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Conspiracy <input type="checkbox"/> Conversion <input type="checkbox"/> Defamation <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Fraud <input type="checkbox"/> Lead Paint - DOB of <input type="checkbox"/> Youngest Plt: _____ <input type="checkbox"/> Loss of Consortium <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Malpractice-Medical <input type="checkbox"/> Malpractice-Professional <input type="checkbox"/> Misrepresentation <input type="checkbox"/> Motor Tort <input checked="" type="checkbox"/> Negligence <input type="checkbox"/> Nuisance <input type="checkbox"/> Premises Liability <input type="checkbox"/> Product Liability <input type="checkbox"/> Specific Performance <input type="checkbox"/> Toxic Tort <input type="checkbox"/> Trespass <input type="checkbox"/> Wrongful Death <p>CONTRACT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Asbestos <input type="checkbox"/> Breach <input type="checkbox"/> Business and Commercial <input type="checkbox"/> Confessed Judgment <input type="checkbox"/> (Cont'd) <input type="checkbox"/> Construction <input type="checkbox"/> Debt <input type="checkbox"/> Fraud | <p><input type="checkbox"/> Government</p> <p><input type="checkbox"/> Insurance</p> <p><input type="checkbox"/> Product Liability</p> <p>PROPERTY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Adverse Possession <input type="checkbox"/> Breach of Lease <input type="checkbox"/> Detinue <input type="checkbox"/> Distress/Distrain <input type="checkbox"/> Ejectment <input type="checkbox"/> Forcible Entry/Detainer <input type="checkbox"/> Foreclosure <input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Currency or Vehicle <input type="checkbox"/> Deed of Trust <input type="checkbox"/> Land Installments <input type="checkbox"/> Lien <input type="checkbox"/> Mortgage <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Statement Condo <input type="checkbox"/> Forfeiture of Property / <input type="checkbox"/> Personal Item <input type="checkbox"/> Fraudulent Conveyance <input type="checkbox"/> Landlord-Tenant <input type="checkbox"/> Lis Pendens <input type="checkbox"/> Mechanic's Lien <input type="checkbox"/> Ownership <input type="checkbox"/> Partition/Sale in Lieu <input type="checkbox"/> Quiet Title <input type="checkbox"/> Rent Escrow <input type="checkbox"/> Return of Seized Property <input type="checkbox"/> Right of Redemption <input type="checkbox"/> Tenant Holding Over | <p>PUBLIC LAW</p> <ul style="list-style-type: none"> <input type="checkbox"/> Attorney Grievance <input type="checkbox"/> Bond Forfeiture Remission <input type="checkbox"/> Civil Rights <input type="checkbox"/> County/Municipal Code/Ord <input type="checkbox"/> Election Law <input type="checkbox"/> Eminent Domain/Condemn <input type="checkbox"/> Environment <input type="checkbox"/> Error Coram Nobis <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Mandamus <input type="checkbox"/> Prisoner Rights <input type="checkbox"/> Public Info. Act Records <input type="checkbox"/> Quarantine/Isolation <input type="checkbox"/> Writ of Certiorari <p>EMPLOYMENT</p> <ul style="list-style-type: none"> <input type="checkbox"/> ADA <input type="checkbox"/> Conspiracy <input type="checkbox"/> EEO/HR <input type="checkbox"/> FLSA <input type="checkbox"/> FMLA <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Wrongful Termination <p>INDEPENDENT PROCEEDINGS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assumption of Jurisdiction <input type="checkbox"/> Authorized Sale <input type="checkbox"/> Attorney Appointment <input type="checkbox"/> Body Attachment Issuance <input type="checkbox"/> Commission Issuance | <ul style="list-style-type: none"> <input type="checkbox"/> Constructive Trust <input type="checkbox"/> Contempt <input type="checkbox"/> Deposition Notice <input type="checkbox"/> District Court Appeal <input type="checkbox"/> Financial <input type="checkbox"/> Grand Jury/Petit Jury <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Perpetuate Testimony/Evidence <input type="checkbox"/> Prod. of Documents Req. <input type="checkbox"/> Receivership <input type="checkbox"/> Sentence Transfer <input type="checkbox"/> Set Aside Deed <input type="checkbox"/> Special Adm. - Any <input type="checkbox"/> Subpoena Issue/Quash <input type="checkbox"/> Trust Established <input type="checkbox"/> Trustee Substitution/Removal <input type="checkbox"/> Witness Appearance-Compel <p>PEACE ORDER</p> <ul style="list-style-type: none"> <input type="checkbox"/> Peace Order <p>EQUITY</p> <ul style="list-style-type: none"> <input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Equitable Relief <input type="checkbox"/> Injunctive Relief <input type="checkbox"/> Mandamus <p>OTHER</p> <ul style="list-style-type: none"> <input type="checkbox"/> Accounting <input type="checkbox"/> Friendly Suit <input type="checkbox"/> Grantor in Possession <input type="checkbox"/> Maryland Insurance Administration <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Specific Transaction <input type="checkbox"/> Structured Settlements |
|---|--|--|---|

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IF NEW OR EXISTING CASE: RELIEF (Check All that Apply)

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Abatement | <input type="checkbox"/> Earnings Withholding | <input type="checkbox"/> Judgment-Interest | <input type="checkbox"/> Return of Property |
| <input type="checkbox"/> Administrative Action | <input type="checkbox"/> Enrollment | <input type="checkbox"/> Judgment-Summary | <input type="checkbox"/> Sale of Property |
| <input type="checkbox"/> Appointment of Receiver | <input type="checkbox"/> Expungement | <input type="checkbox"/> Liability | <input type="checkbox"/> Specific Performance |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Findings of Fact | <input type="checkbox"/> Oral Examination | <input type="checkbox"/> Writ-Error Coram Nobis |
| <input type="checkbox"/> Asset Determination | <input type="checkbox"/> Foreclosure | <input type="checkbox"/> Order | <input type="checkbox"/> Writ-Execution |
| <input type="checkbox"/> Attachment b/f Judgment | <input type="checkbox"/> Injunction | <input type="checkbox"/> Ownership of Property | <input type="checkbox"/> Writ-Garnish Property |
| <input type="checkbox"/> Cease & Desist Order | <input type="checkbox"/> Judgment-Affidavit | <input type="checkbox"/> Partition of Property | <input type="checkbox"/> Writ-Garnish Wages |
| <input type="checkbox"/> Condemn Bldg | <input type="checkbox"/> Judgment-Attorney Fees | <input type="checkbox"/> Peace Order | <input type="checkbox"/> Writ-Habeas Corpus |
| <input type="checkbox"/> Contempt | <input type="checkbox"/> Judgment-Confessed | <input type="checkbox"/> Possession | <input type="checkbox"/> Writ-Mandamus |
| <input type="checkbox"/> Court Costs/Fees | <input type="checkbox"/> Judgment-Consent | <input type="checkbox"/> Production of Records | <input type="checkbox"/> Writ-Possession |
| <input type="checkbox"/> Damages-Compensatory | <input type="checkbox"/> Judgment-Declaratory | <input type="checkbox"/> Quarantine/Isolation Order | |
| <input type="checkbox"/> Damages-Punitive | <input type="checkbox"/> Judgment-Default | <input type="checkbox"/> Reinstatement of Employment | |

If you indicated Liability above, mark one of the following. This information is not an admission and may not be used for any purpose other than Track Assignment.

☐ Liability is conceded. ☐ Liability is not conceded, but is not seriously in dispute. ☐ Liability is seriously in dispute.

MONETARY DAMAGES (Do not include Attorney's Fees, Interest, or Court Costs)

☐ Under \$10,000 ☐ \$10,000 - \$30,000 ☒ \$30,000 - \$100,000 ☐ Over \$100,000

☐ Medical Bills \$ _____ ☒ Wage Loss \$ _____ ☐ Property Damages \$ _____

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply).

A. Mediation ☒ Yes ☐ No C. Settlement Conference ☒ Yes ☐ No
B. Arbitration ☐ Yes ☒ No D. Neutral Evaluation ☒ Yes ☐ No

SPECIAL REQUIREMENTS

☐ If a Spoken Language Interpreter is needed, check here and attach form CC-DC-041

☐ If you require an accommodation for a disability under the Americans with Disabilities Act, check here and attach form CC-DC-049

ESTIMATED LENGTH OF TRIAL

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.
(Case will be tracked accordingly)

☐ 1/2 day of trial or less ☒ 3 days of trial time.
☐ 1 day of trial time ☐ More than 3 days of trial time
☐ 2 days of trial time

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-308 is requested, attach a duplicate copy of complaint and check one of the tracks below:

☐ Expedited - Trial within 7 months of Defendant's response ☐ Standard - Trial within 18 months of Defendant's response

EMERGENCY RELIEF REQUESTED

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COMPLEX SCIENCE AND/OR TECHNOLOGICAL CASE MANAGEMENT PROGRAM (ASTAR)	
FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO ASTAR RESOURCES JUDGES under Md. Rule 16-302, attach a duplicate copy of complaint and check whether assignment to an ASTAR is requested.	
<input type="checkbox"/> Expedited - Trial within 7 months of Defendant's response	<input type="checkbox"/> Standard - Trial within 18 months of Defendant's response
IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, OR BALTIMORE COUNTY, PLEASE FILL OUT THE APPROPRIATE BOX BELOW.	
CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)	
<input type="checkbox"/> Expedited	Trial 60 to 120 days from notice. Non-jury matters.
<input type="checkbox"/> Civil-Short	Trial 210 days from first answer.
<input type="checkbox"/> Civil-Standard	Trial 360 days from first answer.
<input type="checkbox"/> Custom	Scheduling order entered by individual judge.
<input type="checkbox"/> Asbestos	Special scheduling order.
<input type="checkbox"/> Lead Paint	Fill in: Birth Date of youngest plaintiff _____
<input type="checkbox"/> Tax Sale Foreclosures	Special scheduling order.
<input type="checkbox"/> Mortgage Foreclosures	No scheduling order.
CIRCUIT COURT FOR BALTIMORE COUNTY	
<input type="checkbox"/> Expedited (Trial Date-90 days)	Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus.
<input checked="" type="checkbox"/> Standard (Trial Date-240 days)	Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases.
<input type="checkbox"/> Extended Standard (Trial Date-345 days)	Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency.
<input type="checkbox"/> Complex (Trial Date-450 days)	Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases.

December 9, 2019

Date

409 7th Street, NW

Address

Washington

DC

20004

City

State

Zip Code

/s/ Arren Waldrep

Signature of Counsel / Party

Arren Waldrep (CPF#1108150278)

Printed Name